

**IN THE UNITED STATES DISTRICT COURT
IN AND FOR THE DISTRICT OF DELAWARE**

KATHRYN L. FITZGIBBON,
LAUREN M. FLEMING, and
ALL SIMILARLY SITUATED CURRENT
AND FORMER EMPLOYEES OF
ING BANK, fsb, AND ITS WHOLLY
OWNED SUBSIDIARIES,
Plaintiffs,

v.

ING BANK, fsb, (a Delaware corporation),
and ALL OTHER WHOLLY OWNED
SUBSIDIARIES OF ING BANK, fsb,
WHICH HAVE EMPLOYED
SIMILARLY SITUATED CURRENT
AND FORMER EMPLOYEES SINCE
November 16, 2004,

Defendants.

C.A. NO.

JURY TRIAL DEMANDED

COMPLAINT

INTRODUCTION

1. Named Plaintiffs, Kathryn L. Fitzgibbon ("Ms. Fitzgibbon") and Lauren M. Fleming ("Ms. Fleming")(collectively "Named Plaintiffs"), for themselves individually, and on behalf of all similarly situated current and former employees of Defendant ING Bank, fsb (collectively and individually "Plaintiffs"), file this action against Defendant ING Bank, fsb, ("ING") and all other wholly owned subsidiaries of ING that have employed Plaintiffs (collectively and singularly "Defendants") for past wages owed in the nature of unpaid wages and overtime pay as well as other damages and remedies.

2. Plaintiffs contend that Defendants willfully violated the *Fair Labor Standards Act* (“FLSA”), as amended, 29 U.S.C. § 201 et seq., as well as the applicable United States Department of Labor Regulations, including 29 C.F.R. § 541.103 et seq., when it willfully failed to pay them for overtime worked and intentionally misclassified them as “exempt” employees under the FLSA.

3. Named Plaintiffs also assert individual claims of retaliation against ING in response to their asserting claims for unpaid overtime in violation of the FLSA, and for breach of contract for ING failing to perform under their severance agreements.

JURISDICTION

4. This Court has federal question jurisdiction over this cause of action pursuant to Section 16(b) of the Fair Labor Standards Act (“FLSA”), as amended, 29 U.S.C. § 216(b), and 28 U.S.C. § 1331. This Court has supplemental jurisdiction over Named Plaintiffs’ breach of contract claims pursuant to 28 U.S.C. § 1367.

5. Venue is proper in this Court pursuant to 29 U.S.C. § 1132 and/or § 1451, as well as 28 U.S.C. § 1391(b).

PARTIES

6. Plaintiff, Kathryn L. Fitzgibbon, is an individual residing at 1327 North Clayton Street, Wilmington, DE 19806 and a former employee of ING.

7. Plaintiff, Lauren M. Fleming, is an individual residing at 5107 Diana Drive, Wilmington, DE 19808 and a former employee of ING.

8. Additional Plaintiffs are current and former employees of Defendants who, between November 16, 2004 and present, did not receive all overtime compensation due to them under the FLSA.

9. All of the Named Plaintiffs have filed written consents to join this action. (See Ex. A).

10. Former and current employees may file written consents to join this representational action.

11. Defendant, ING Bank, fsb, is a Delaware corporation duly organized and existing under the laws of the State of Delaware, whose registered agent for the service of process is Deneen Stewart, One South Orange Street, Wilmington, DE 19801. ING DIRECT (the operating name of ING Bank, fsb) is headquartered in Wilmington, Delaware at 802 Delaware Avenue, Wilmington DE 19801, and operates an ING DIRECT Café in Wilmington, Delaware.

12. ING is a member of the FDIC (Federal Deposit Insurance Corporation) which insures bank deposits up to \$100,000.

13. Additional Defendants include all of ING's wholly owned subsidiaries, affiliates or any other wholly owned entity.

14. Defendants are global financial institutions offering banking, insurance and asset management to over 60 million private, corporate and institutional clients in more than 50 countries.

15. Defendants employ more than 10,000 people in the United States, including Minnesota, California, Delaware, New York, Illinois and Pennsylvania.

FACTUAL BACKGROUND

16. At all relevant times herein, Defendants' business activities were/are related and performed through unified operations or common control for a common business purpose and constituted/constitute an enterprise within the meaning of Section 3(r) of the FLSA, 29 U.S.C. § 203(r).

17. At all relevant times herein, Defendants employed and continue to employ persons in its places of business in furtherance of the activities of the above enterprises while engaged in commerce and, also at all relevant times herein, Defendants engaged and continue to engage in commerce by selling and/or providing goods or services to its customers.

18. At all relevant times herein, Defendants' businesses and enterprises had/has an annual gross volume of sales made and/or business done in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00).

19. ING previously employed the Named Plaintiffs in nonexempt positions in their public relations and marketing departments. Defendants have employed or currently employs other Plaintiffs in various similar nonexempt positions in their public relations and/or marketing departments and/or in similar nonexempt positions.

20. Defendants' foster a workplace environment that decreases the importance of the individual employees' titles. Moreover, Defendants' employees typically identify themselves with the department in which they work rather than by their job title.

21. Defendants have exercised and continue to exercise direction and control over the employment and compensation of Plaintiffs.

22. Defendants suffered or permitted, and continue to suffer or permit, Plaintiffs to work in excess of forty (40) hours during their work weeks without compensating them as required under the FLSA.

23. Named Plaintiffs are situated similarly to a number of current and former employees of Defendants who worked in the public relations and/or marketing departments and/or in similar nonexempt positions during the three years immediately preceding the filing of this lawsuit.

24. The remaining Plaintiffs had the same or closely similar job duties as the Named Plaintiffs. Such duties and include, but are not limited to:

- a. Preparing and disseminating information about Defendants' companies, services and products;
- b. Disseminating this information through intermediaries such as advertisements, internet or newspaper articles;
- c. Assuring that the information conformed to Defendants' brand positioning and style guide;
- d. Executed Defendants' communications plans; and
- e. Plaintiffs' duties were highly concentrated on utilizing the computer-based applications Word, Excel and PowerPoint.

25. Conversely, Plaintiffs were:

- a. Permitted little discretion in their communications, in that the communications were either required to be approved prior to the dissemination of the communication and/or the communications disseminated were required to conform to strict company guidelines;

- b. Unable to hire or fire other employees;
- c. Not customarily and regularly involved in the direction of the work of two or more other full-time employees; and
- d. Not permitted to exercise discretion and independent judgment with respect to matters of significance.

26. Plaintiffs were paid by Defendants in the same manner and under the same policy in violation of the FLSA.

27. Accordingly, the Named Plaintiffs are representative of all similarly situated Plaintiffs employed in a nonexempt capacity by Defendants in their public relations and/or marketing departments and/or other similarly situated positions who function at Named Plaintiffs' level or responsibility and/or salary grade and below. Due to Defendants' atmosphere of decreased importance on employees' job titles, Plaintiffs are unable at present to specifically identify the job titles of the employees who are similarly situated.

28. For the three-year period immediately preceding the filing of this Complaint, Defendants failed to pay Plaintiffs the compensation to which they were entitled under the FLSA for, on average, at least 10 to 16 hours per work week. Some Plaintiffs worked in excess of this amount with no compensation – overtime or otherwise.

29. Defendants willfully and knowingly misclassified Plaintiffs as "exempt" employees under the FLSA as Plaintiffs do not fall within an exemption permitted by the FLSA.

30. Defendants knew and showed reckless disregard for the fact that its pay policies and/or practices with respect to Plaintiffs violated the FLSA. Defendants'

violations in this regard were committed willfully and recklessly in that Defendants knew that Plaintiffs were working in excess of 40 hours per work week and that Plaintiffs were not receiving the compensation to which Plaintiffs were entitled under the FLSA.

31. Defendants' deceptive and misleading conduct prevented Plaintiffs and the Class Members from discovering or asserting their FLSA claims any earlier than they did. This deceptive and misleading conduct includes, but is not limited to concealing from Plaintiffs the existence of their FLSA claims and intentionally misleading Plaintiffs to believe that their pay policies were not unlawful.

32. The precise amount of compensation due to Plaintiffs is unknown because the information required (i.e. time records, work schedules, etc.) are under the exclusive control of Defendants. However, given the amount of hours over forty (40) per work week that were worked by Plaintiffs, that amount is substantial.

COUNT I
VIOLATION OF THE FAIR LABOR STANDARDS ACT
(By Plaintiffs vs. Defendants)

33. Plaintiffs repeat and re-allege the allegations set forth in Paragraphs 1 through 32 by reference as if specifically set forth herein.

34. Defendants have at all times herein, continuously and willfully violated, and continues to willfully violate, Sections 7 and 5(a)(2) of the FLSA, 29 U.S.C. §§ 207 and 216(a)(2), by misclassifying Plaintiffs as employees who are exempt from the overtime requirements of the FLSA and applicable regulations and in failing and refusing to pay time-and-a-half to Plaintiffs who worked in excess of forty (40) hours per work week.

35. The FLSA violations set forth in the preceding paragraphs were knowing and willful.

36. Defendant is bound by federal law to pay all non-exempt employees time-and-a-half for every work hour completed above and beyond a standard forty (40)-hour work week.

COUNT II
FLSA RETALIATION
(By Named Plaintiffs vs. ING)

37. Named Plaintiffs repeat and re-allege the allegations set forth in Paragraphs 1 through 3 by reference as if specifically set forth herein.

38. Ms. Fitzgibbon began her employment with ING in or about September 2004 and was terminated from her employment on August 27, 2007.

39. Ms. Fleming began her employment with ING on or about June 9, 2003 and was also terminated from her employment on August 27, 2007.

40. On September 9, 2007, Named Plaintiffs each executed separate severance agreements with ING entitling them to additional compensation and benefits.

41. The right to assert a claim for overtime compensation under the FLSA is one that may not be legally waived or released.

42. Any waiver of their rights to assert a claim under the FLSA contained in said severance agreements would have made the severance agreements null and void as against established law and/or public policy.

43. Shortly after the severance agreements were executed, ING began paying Named Plaintiffs according to the terms of those severance agreements.

44. On October 5, 2007 Named Plaintiffs' attorney a sent letters to ING on behalf of Named Plaintiffs identifying ING's violations of the FLSA with respect to Named Plaintiffs employment.

45. Immediately after ING received that correspondence, it ceased paying Named Plaintiffs in accordance with the terms of severance agreements.

46. ING's actions in this regard are a direct response to, and in retaliation for, named Plaintiffs exercising their rights under the FLSA.

47. Named Plaintiffs have suffered damages due to ING's retaliation for their asserting their federal rights under the FLSA.

COUNT III
BREACH OF CONTRACT
(By Named Plaintiffs vs. ING)

48. Plaintiffs repeat and re-allege the allegations set forth in Paragraphs 1 through 47 by reference as if specifically set forth herein.

49. The severance agreements between named Plaintiffs and ING are valid contracts.

50. ING failed to perform under those contracts thereby breaching the contracts.

51. Named Plaintiffs have suffered and continue to suffer damages due to ING's breach of the severance agreement contracts in terms of lost monies and benefits due and owing under the severance agreements.

WHEREFORE, Plaintiffs respectfully move this Court to enter judgment in their favor and award the following relief:

a) Pursuant to the procedure the United States Supreme Court set forth in *Hoffman-LaRoche v. Sperling*, 493 U.S. 165, 110 S.Ct. 482 (1989), approve the sending of a Notice and Consent form to all Plaintiffs who Defendants employed as non-exempt employees in the public relations and/or marketing departments and/or other similarly situated positions who function at Named Plaintiffs' level or responsibility and/or salary grade and below whose primary job functions are the communication of information pertaining to Defendants' companies, services or products between November 16, 2004 and the present time. The notice shall inform each such individual of this lawsuit and the right to file a written consent to join the lawsuit as a Plaintiff;

b) Award Plaintiffs all compensation due for all hours worked during the three years before the filing of this Complaint;

c) Award Plaintiffs an equal and additional amount as liquidated damages;

d) Award Plaintiffs costs and reasonable attorney's fees;

e) Award Plaintiffs interest accruing from each week that Defendants failed to compensate Plaintiffs for overtime worked;

f) Award Named Plaintiffs an amount equal to that which they are entitled under their severance agreements with ING;

g) Award Named Plaintiffs an equal and additional amount to which they are entitled under the severance agreements with ING as liquidated damages;

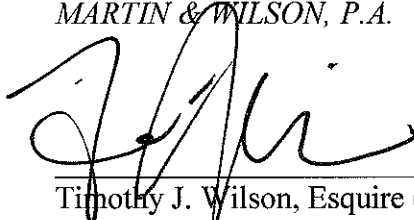
h) Award Named Plaintiffs costs and reasonable attorneys' fees;

i) Award Named Plaintiffs interest accruing from the time that ING breached their severance agreements;

j) Declare that Defendants' policies and/or practices identified herein are and continue to be in direct violation of the FLSA and enjoin Defendants from continuing said policies and/or practices;

k) Any and all such other relief as the Court deems appropriate under the circumstances.

MARTIN & WILSON, P.A.

A handwritten signature in black ink, appearing to read 'T. Wilson', is written over a horizontal line.

Timothy J. Wilson, Esquire (#4323)

Jeffrey K. Martin, Esquire (#2407)

1508 Pennsylvania Avenue

Wilmington, Delaware 19806

(302) 777-4681 phone

(302) 777-5803 facsimile

twilson@martinandwilson.com

martin@martinandwilson.com

Attorneys for Plaintiffs

Dated: November 15, 2007

ING BANK, fsb PLAINTIFF CONSENT FORM

I hereby consent to join the action against ING BANK, fsb, and all of its wholly owned subsidiaries ("ING") as a Plaintiff to assert claims for overtime pay. If this case does not proceed collectively, I also consent to join a subsequent action to assert these same claims. During the past three years, there were occasions when I worked over 40 hours per week for ING as a public relations associate, marketing associate or other similar nonexempt positions at ING pay grade G14 when I did not receive overtime compensation.

Lauren M. Fleming
5107 Diana Drive
Wilmington, DE 19808

If any of the above information has changed,
please update.

Lauren M Fleming 11/9/07
Signature Date

302 - 373 - 8333

Best Telephone Numbers

lfleming5@gmail.com
Email Address

4922
Last Four Digits of Social Security Number

Gloria Fleming 302 239 3846
Emergency Contact (in case we lose contact)

Fax, Mail or Email to:

Martin & Wilson, P.A.
Attn. Timothy J. Wilson
1508 Pennsylvania Ave.
Wilmington, DE 19806
(302) 777-4681 Telephone
(302) 777-5803
twilson@martinandwilson.com
Web: www.overtimelawyers.org



ING BANK, fsb PLAINTIFF CONSENT FORM

I hereby consent to join the action against ING BANK, fsb, and all of its wholly owned subsidiaries ("ING") as a Plaintiff to assert claims for overtime pay. If this case does not proceed collectively, I also consent to join a subsequent action to assert these same claims. During the past three years, there were occasions when I worked over 40 hours per week for ING as a public relations associate, marketing associate or other similar nonexempt positions at ING pay grade G14 when I did not receive overtime compensation.

Kathryn L. Fitzgibbon
1327 North Clayton Street
Wilmington, DE 19806

If any of the above information has changed,
please update.

Kathryn L. Fitzgibbon 11/8/07
Signature Date

302-743-0721 (cell) - 302-504-5254
Best Telephone Numbers (work)

Kfitzgib107@gmail.com
Email Address

1110
Last Four Digits of Social Security Number

Patrick Callihan - 302-983-3928
Emergency Contact (in case we lose contact)

Fax, Mail or Email to:

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twilson@martinandwilson.com
Web: www.overtimelawyers.com

JS 44 (Rev. 11/04)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS Kathryn L. Fitzgibbon, Lauren M. Fleming and all similarly situated current and former employees of ING Bank, fsb and its wholly owned subsidiaries New Castle County
(b) County of Residence of First Listed Plaintiff New Castle County
 (EXCEPT IN U.S. PLAINTIFF CASES)

DEFENDANTS ING Bank, fsb (a Delaware Corporation) and all other wholly owned subsidiaries of ING Bank, fsb, which have employed similarly situated current and former employees
County of Residence of First Listed Defendant New Castle County
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

(c) Attorney's (Firm Name, Address, and Telephone Number)

1508 Pennsylvania Ave
 Martin & Wilson, P.A. Wilmington, DE 19806 (302) 777-4681

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 2 U.S. Government Defendant
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State** ☒ 1 **DEF** ☐ 1 **Incorporated or Principal Place of Business in This State** ☐ 4 **DEF** ☒ 4
Citizen of Another State ☐ 2 **DEF** ☐ 2 **Incorporated and Principal Place of Business in Another State** ☐ 5 **DEF** ☐ 5
Citizen or Subject of a Foreign Country ☐ 3 **DEF** ☐ 3 **Foreign Nation** ☐ 6 **DEF** ☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	PERSONAL INJURY	PERSONAL INJURY	FORFEITURE/PENALTY	BANKRUPTCY	OTHER REMEDIES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Mediate Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	SOCIAL SECURITY	FEDERAL TAX SUITS
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSL (405(g))	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

V. ORIGIN

- (Place an "X" in One Box Only)
☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
29 U.S.C. § 201 et seq.

Brief description of cause:

COLLECTIVE ACTION FOR OVERTIME COMPENSATION; INDIVIDUAL ACTIONS FOR RETALIATION

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
 DEMAND \$

CHECK YES only if demanded in complaint:
 JURY DEMAND: ☒ Yes ☐ No
 BREACH of CONTR

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

11/16/07

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

RUDGE

MAG. JUDGE

AO FORM 85 RECEIPT (REV. 9/04)

United States District Court for the District of Delaware

07-735

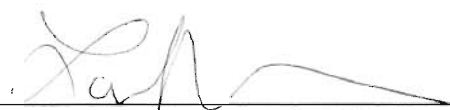
Civil Action No. _____

ACKNOWLEDGMENT
OF RECEIPT FOR AO FORM 85

NOTICE OF AVAILABILITY OF A
UNITED STATES MAGISTRATE JUDGE
TO EXERCISE JURISDICTION

I HEREBY ACKNOWLEDGE RECEIPT OF 3 COPIES OF AO FORM 85.

11/16/07
(Date forms issued)


(Signature of Party or their Representative)

Lauren R. Morrison
(Printed name of Party or their Representative)

Note: Completed receipt will be filed in the Civil Action